

APPEAL NO. 021672
FILED JULY 29, 2002

This appeal arises pursuant to the Texas Workers' Compensation Act, TEX. LAB. CODE ANN. § 401.001 *et seq.* (1989 Act). A prehearing to a contested case hearing (CCH) was held on June 10, 2002. The hearing officer read the parties' agreement reached as to each certified issue, and related issues, into the record, to wit: (1) even though the appellant (claimant) suffered an injury on _____, it was not a compensable injury; (2) the respondent (carrier) is relieved of liability for the claim under Section 409.002 by the claimant's failure to notify the employer of a work-related injury pursuant to Section 409.001; (3) the carrier is relieved of liability for the claim by the claimant's failure to file a claim pursuant to Section 409.003; (4) the claimant did not suffer disability as a result of an _____, injury because the claimant did not suffer a compensable injury on _____; (5) neither party nor any other person, organization, or any entity acting on their behalf, will file, charge, claim, cause or permit to be filed any action or any relief against the claimant in reference to the claim; (6) the parties agree to keep completely confidential and not disclose any of the terms or conditions of this agreement to any other party except the employer; and (7) the carrier has not paid any benefits on this claim.

The claimant filed a document requesting indeterminable relief from the Appeals Panel. Therefore, we will address the document as an appeal challenging the sufficiency of the evidence to support the hearing officer's decision and order. The carrier responded to the document, arguing its ambiguous nature, but nonetheless requesting that the hearing officer be affirmed.

DECISION

Affirmed.

The hearing officer did not err in reading the parties' agreement, as written above, into the record at a prehearing to the scheduled, but subsequently cancelled, CCH. Nothing in the record reflects anything but that both parties were in full knowledge of their rights and acting in their full capacities. The claimant was assisted by an ombudsman and the carrier was represented by counsel. The hearing officer appears to have more than adequately explained the procedures and the consequences of entering into an agreement. An agreement of the parties reached during a CCH and preserved in the record is effective and binding pursuant to Tex. W.C. Comm'n, 28 TEX. ADMIN. CODE § 147.4(c) (Rule 147.4(c)).

The hearing officer is the sole judge of the weight and credibility to be given the evidence. Section 410.165(a). We conclude that the hearing officer's reading into the record of an agreement entered into by the parties on the record, and making same the substance of his decision and order, is supported by the evidence, and that it is not so against the great weight and preponderance of the evidence as to be clearly wrong or

manifestly unjust. Cain v. Bain, 709 S.W.2d 175, 176 (Tex. 1986); Texas Workers' Compensation Commission Appeal No. 001360, decided July 27, 2000.

The hearing officer's decision and order are affirmed.

The official corporate name of the carrier is **AMERICAN MANUFACTURERS MUTUAL INSURANCE COMPANY** and the name and address of its registered agent for service of process is

**CORPORATION SERVICE COMPANY
800 BRAZOS, COMMODORE 1, SUITE 750
AUSTIN, TEXAS 78701.**

Gary L. Kilgore
Appeals Judge

CONCUR:

Susan M. Kelley
Appeals Judge

Robert W. Potts
Appeals Judge